



SERVICE AGREEMENT – GENERAL MOTORS DIGITAL NETWORK PROGRAM (PINNACLE/EBE)

THIS SERVICE AGREEMENT (“Agreement”) is entered into by and between **BLUEWATER TECHNOLOGIES GROUP, INC.**, a Michigan corporation, with its principal office located at 30303 Beck Road, Wixom, MI 48393 (“Bluewater”) and **The General Motors Dealership Listed on the Proposal provided**, a General Motors car dealership, located at **The Dealership listed on the proposal provided** (“Client”). This Agreement shall become effective upon execution of this document by Bluewater and Client. The SERVICE COVERAGE period will commence beginning on the date of CUSTOMER SYSTEM ACCEPTANCE (“Warranty Date”) and expired THREE (3) YEARS from the Warranty Date. Bluewater and client agree as follows:

TERM OF AGREEMENT - DISPLAY

The Agreement is for term of **3 years** (the “Renewal Term”). This Agreement will automatically renew the obligation to perform the Services for a successive term of **3 years** following the expiration of the Initial Term, unless either party decides that it does not wish to renew this Agreement or any Service hereunder before the expiration of the Initial Term or any Renewal Term, as applicable, by notifying the other party in writing at least 30 days before the completion of such Term.

TERM OF AGREEMENT – CHROMEBOX MEDIA PLAYER

The Agreement is for term of **3 years** (the “Renewal Term”). This Agreement will automatically renew the obligation to perform the Services for a successive term of Three (3) year following the expiration of the Initial Term, unless either party decides that it does not wish to renew this Agreement or any Service hereunder before the expiration of the Initial Term or any Renewal Term, as applicable, by notifying the other party in writing at least 30 days before the completion of such Term.

FEES & PAYMENT SCHEDULE

Client agrees to pay Bluewater \$975.00 for the Renewal Term (referred to as the “Services Fee”). Bluewater shall invoice Client for the Services Fee at renewal inception and Client agrees to pay the Services Fee within 30 days from invoice date thru the GM BARS system.

It is understood and agreed that all services requested by Client that are not expressly included within the terms of this Agreement will be considered additional projects, and will be billed as separate, individual services from those provided in Exhibit A.

TAXES

It is understood and agreed that all Federal, State and Local Taxes applicable, except for payroll taxes, shall be added to each invoice for services and materials provided. Client shall pay any taxes due.

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I. COVERAGE AND INCLUDED SERVICES

Coverage: Bluewater will provide the services and coverage as set forth in Exhibit A (collectively the “Services”) and will repair or arrange for the repair of the client’s equipment due to a mechanical or electronic breakdown during the Term, subject to the conditions of this Agreement. Services included in this agreement include:

Help Desk Support: GMIT will be responsible for Tier 1 support. GM dealers can contact GMIT at 888-337-1010 prompt 1, prompt 2 and enter their BAC number for service.

Service Call Dispatch (Labor): Bluewater trained service technicians or our authorized service partners will perform repairs to support the GMIT Tier 1 help desk. Service calls will include onsite diagnostics and troubleshooting of reported system issues for equipment listed in Exhibit A.

Limitation of Liability: Bluewater shall perform all services using the same level of care that is expected in the industry. However, in no event shall Bluewater be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs and damages.

II. EXCLUDED SERVICES

Service rendered under this Agreement does not include:

- A. Parts, equipment or software for failed manufacturer equipment or items considered consumables including but not limited to batteries or projector lamps.
- B. Except as provided otherwise in this Agreement. the cost of any parts, equipment, or shipping charges of any kind.
- C. The cost of any software, licensing, or software renewal or upgrade fees of any kind.
- D. The cost of any 3rd party vendor or manufacturer support or Incident fees of any kind.
- E. The cost to bring Client’s environment up to our minimum standards required for Services.
- F. Failure due to acts of God; acts or omissions of Client; water damage; fires; strikes; insurrections; riots; embargoes; delays in transportation; acts of terrorism; acts of nature; inability to obtain supplies; or requirements or regulations of the United States government or any other civil or military authority, infrastructure modifications, power failures, or other adverse environmental conditions.
- G. Service and repair made necessary by the misuse or abuse, alteration or modification of hardware, software and/or systems other than that authorized by Bluewater, including system alterations or modifications of equipment or wiring alterations, software installations or modifications of equipment made by Client’s employees or anyone other than Bluewater.
- H. Unwarranted service calls when a room isn’t available for Bluewater to perform the requested Service.
- I. Cost of lifts or scaffolding is not included in this agreement.

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III. TERMINATION

- A. This Agreement may be terminated by the Client upon seven (7) days prior written notice if the Bluewater:
 - i. Breaches any material term or condition of this Agreement and fails to remedy such breach within five business (5) days of receipt of such written notice; or,
 - ii. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- B. This Agreement may be terminated by the Bluewater upon thirty (30) days prior written notice to the Client.

Payment of Fees Upon Termination: In the event of a termination of this Agreement or an individual service work order (which may be mutually agreed upon between the parties and will be governed by the terms of the Agreement), Client shall pay all undisputed outstanding charges through the date of termination. Bluewater agrees and understands that any estimates of the amount of time involved which may have been given to or by Bluewater in connection with the requested work shall not be binding upon Client and shall in no event be interpreted as a commitment by Client to continue paying fees for any specific term.

IV. CONFIDENTIALITY

Bluewater and its agents will not use or disclose Client information, except as necessary for or consistent with providing the contracted services and will use its best efforts to protect against unauthorized use.

MISCELLANEOUS

Governing Law / Forum: This Agreement shall be governed by and construed in accordance with the laws of Michigan. Oakland County, Michigan shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

Assignability: This Agreement shall endure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, executors, administrators, personal representatives, successors, assigns, officers, directors, shareholders, employees, independent contractors, agents and affiliates. Client shall not assign, sublicense or transfer any rights under this Agreement without the prior written consent of Bluewater.

(Continued on next page.)

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IV. MISCELLANEOUS (CONT.)

Entire Agreement; Modification: This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties. No parole evidence of prior or contemporaneous agreements, understanding or negotiations shall govern or be used to construe or modify this Agreement. No modification or alteration of this Agreement shall be deemed effective unless in writing and signed by the parties.

Waiver: No waiver of any term, provision or condition of this Agreement, the breach or default thereof, by conduct or otherwise, in one or more instances shall be deemed to be either a continuing waiver or a waiver of a subsequent breach or default of any such term, provision or condition of this Agreement.

Severance: If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

Electronic Copies: Signed facsimiles or electronically signed or transmitted copies of this Agreement are to be given the same effect as an originally signed contract.

Notices: All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mailbox.

Acceptance of Service Agreement: This Agreement covers only those services and devices listed in this Agreement and Exhibit A. Any additional equipment, devices or systems added after the execution of this Agreement are not covered unless agreed to otherwise agreed upon in writing by Bluewater and Client.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

EXHIBIT A:

The following equipment is covered thru this agreement:

Media Player installed

Monitor installed